

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

CHABAD-LUBAVITCH OF MICHIGAN  
and MICHIGAN JEWISH INSTITUTE,

Plaintiffs,

v.

CHURCH MUTUAL INSURANCE  
COMPANY,

Defendant.

Case No. 24-cv-12777

Lower Case No. 2024-209738-CB  
Hon. Victoria Valentine

---

**DEFENDANT'S NOTICE OF REMOVAL**

Defendant Church Mutual Insurance Company ("Church Mutual"), by and through undersigned counsel, pursuant to 28 U.S.C. § 1332, 1441 and 1446, submits this Notice of Removal from the Oakland County Circuit Court, State of Michigan, to the United States District Court for the Eastern District of Michigan, the judicial district in which this action is pending.

1. On or about September 12, 2024, Plaintiffs Chabad-Lubavitch of Michigan and Michigan Jewish Institute, filed a Complaint in Oakland County Circuit Court, which was assigned Case No. 2024-209738-CB and in which Church Mutual is named as the only Defendant (**Exhibit A**, Complaint).

2. Plaintiffs executed service of process on Church Mutual by serving the Summons and Complaint via certified mail on Church Mutual. The

Summons and Complaint were received by Church Mutual via the certified mailing on September 23, 2024.

3. In accordance with 28 U.S.C. § 1446(a), copies of all process, pleadings and orders served upon Church Mutual in this action, specifically the Summons, Complaint, Jury Demand and Notice of Assignment to the Business Court, are attached as **Exhibit A**.

4. As alleged in this action, Plaintiff Chabad-Lubavitch of Michigan is a Michigan nonprofit corporation licensed to conduct business in the State of Michigan. (**Exhibit A**, Complaint, ¶ 1).

5. As alleged in this action, Plaintiff Michigan Jewish Institute is a Michigan corporation licensed to conduct business in the State of Michigan. (*Id.*, ¶ 2).

6. Church Mutual is an insurance company organized under the laws of the State of Wisconsin with its principal place of business in the State of Wisconsin. (*Id.*, ¶ 3).

7. Accordingly, this action involves a controversy between citizens of different states.

8. As alleged in this action, Church Mutual issued insurance policies to Plaintiff with policy periods that include time periods between August 2011 and August 2020. (*Id.*, ¶ 7).

9. The Complaint alleges (the policyholders spent over \$10 million defending against the underlying claims) (*Id.*, at ¶36), and alleges breach of contract, asserting that Church Mutual owes “significant monetary damages including, without limitation, the Defense Costs ... and interest on amounts wrongfully withheld” in connection with this lawsuit. (*Id.*, at ¶47).

10. The Complaint also seeks 12% interest pursuant to MCL 500.2006. (*Id.*, at p. 9 – 10).

11. While Church Mutual disagrees with and disputes the entirety of Plaintiffs’ claims, Plaintiffs allege that they have sustained damages in excess of \$25,000, the jurisdictional limit for the State of Michigan, Oakland County Circuit Court. (*Id.*, at ¶4). Further, in the Preliminary Statement of the Complaint, Plaintiffs allege that they “bring this insurance coverage action because Church Mutual has wrongfully refused to cover **millions of dollars in defense costs** that the [Plaintiffs] incurred....” (*Id.*, Preliminary Statement, p. 2 and at ¶36) (emphasis added). Plaintiffs further allege that “they bring this suit to recover what they are owed under the policies.” (*Id.*).

12. As such, Plaintiffs seek amounts against Church Mutual in excess of this Court’s original jurisdictional minimum of \$75,000, exclusive of interest and costs.

13. Pursuant to 28 U.S.C. § 1332(a), this Court has original jurisdiction over this civil action in that it involves a controversy between citizens of different states and the amount in controversy exceeds \$75,000, exclusive of interest and costs. Thus, removal is proper in accordance with 28 U.S.C. § 1441(a).

14. As required by 28 U.S.C. § 1446(b), this Notice of Removal, by means of the Notice of Filing Removal filed in the state court action and attached hereto, Church Mutual is providing notice to the Plaintiffs and to the Oakland County Clerk of Court of (a) this Notice of Removal; (b) the fact that this action is to be docketed in this Court; and (c) that this Court shall hereafter be entitled to grant all relief to Church Mutual as is proper under the circumstances.

15. Church Mutual reserves the right to amend or supplement this Notice of Removal if it becomes necessary to do so.

WHEREFORE, Defendant Church Mutual Insurance Company respectfully requests that this civil action proceed in this Court as a removed claim or cause of action under 28 U.S.C. §§ 1441 and 1446.

Respectfully submitted,

PLUNKETT COONEY

By: s/ Elaine M. Pohl  
Elaine M. Pohl (P60359)  
Amy L. Diviney (P77164)  
Attorney for Defendant  
38505 Woodward Ave., Suite 100  
Bloomfield Hills, MI 48304  
P: (248) 901-4000  
F: (248) 901-4040  
[epohl@plunkettcooney.com](mailto:epohl@plunkettcooney.com)

Dated: October 21, 2024

**CERTIFICATE OF SERVICE**

I do hereby certify that on October 21 2024, I filed the foregoing Notice of Removal of Civil Action to Federal Court and this Certificate of Service with the Clerk of the Court through their electronic filing system and via U.S. mail to:

Jonathan B. Frank (P42656)  
Janette E. Frank (P42661)  
Frank & Frank Law  
3910 Telegraph Road, Suite 200  
Bloomfield Hills, MI 48302.  
(248) 723-8691  
[jonfrank@frankandfranklaw.com](mailto:jonfrank@frankandfranklaw.com)  
[janfrank@frankandfranklaw.com](mailto:janfrank@frankandfranklaw.com)

s/ Elaine M. Pohl  
Elaine M. Pohl (P60359)

Open.00720.01564.35263024-1